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May 27, 2025

## **VIA ECF**

The Honorable Margaret M. Garnett  
United States District Court  
Southern District of New York  
Thurgood Marshall United States Courthouse  
40 Foley Square  
New York, NY 10007

**Re: *Granite State Insurance Company v. Rainier Arms LLC*, 1:23-cv-07644-MMG**

Dear Judge Garnett,

Plaintiff Granite State Insurance Company (“Granite State”) and Defendant Rainier Arms LLC (“Rainier”) respectfully submit this joint letter stating their proposal for next steps in this action in light of the Court’s Opinion and Order on the parties’ cross-motions for summary judgment, dated March 27, 2025 (the “Decision”). In the Decision, the Court granted Granite State’s motion for partial summary judgment on Count I of its Amended Complaint and Counts I and II of Rainier’s Counterclaims, and denied Rainier’s cross-motion for partial summary judgment on Count I of its Counterclaims, holding that Granite State “has no duty to defend Rainier in the Ghost Gun Lawsuits.” (ECF No. 54 at 29.) The parties agree that, for the reasons stated in Granite State’s letter to the Court, dated April 24, 2025 (ECF No. 55) (the “Letter”), the Court’s ruling on the duty to defend is dispositive in Granite State’s favor with respect to Granite State’s remaining claim regarding the duty to indemnify and Rainier’s remaining counterclaim for bad faith. Accordingly, the parties jointly propose that the Court grant judgment for Granite State on the remaining Count in its Amended Complaint regarding the duty to indemnify (Count II), grant judgment against Rainier on the remaining Count in its Counterclaim for bad faith (Count III), and enter final judgment.<sup>1</sup> A proposed order to that effect is submitted herewith.

Respectfully submitted,

/s/ Christopher J. St. Jeanos  
Christopher J. St. Jeanos  
*Counsel for Plaintiff Granite State Ins. Co.*

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<sup>1</sup> As noted in the Letter, this is the same course of action proposed by the parties and adopted by the court in a similar ghost gun-related coverage dispute after the court in that case similarly granted summary judgment in favor of the insurers on the duty to defend. (*See Granite State Insurance Company, et al. v. Primary Arms, LLC*, No. 1:23-cv-07651-LGS, ECF No. 51 (entering judgment for the insurers “on all Counts of the Complaint” and ordering that “Defendant’s remaining counterclaim is dismissed”).)

/s/ Marjan Moussavian  
Marjan Moussavian  
*Counsel for Defendant Rainier Arms, LLC*